

06-07-1999



To the Honorable Comm

101057854

record the attached original documents or copy thereof.

MS-1-6-99

1. Name of conveying party(ies):

NATIONAL ACADEMY OF SPORTS
MEDICINE, INC

- Individual(s)
- General Partnership
- Corporation-State ILLINOIS
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MAY 11, 1999

2. Name and address of receiving party(ies)

Name: APEX FITNESS, INC.

Internal Address:

Street Address: 123 HODEN CAMP Rd. 54
THOUSAND OAKS State: CA ZIP: 91360

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- Other

If assignee is not domiciled in the United States a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,764,955

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: WILLIAM PATRICK WATERS

Internal Address:

Street Address: P.O. Box 8

SAN MARCOS CA 92079-0008
City: State: ZIP:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0505

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

WILLIAM PATRICK WATERS
Name of Person Signing

William Patrick Waters
Signature

MAY 26, 1999
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

ASSIGNMENT OF TRADEMARK

Trademark: NASM LOGO
Registration No: 1,764,955
Date of Reg.: April 13, 1993
Class No. Int. Cl. 41 (U.S. Cl. 107)

ASSIGNOR: NATIONAL ACADEMY OF SPORTS MEDICINE, INC.
(Illinois corporation)
1510 West Montana Street
Chicago, IL 60614

ASSIGNEE: APEX FITNESS, INC.
(California corporation)
123 Hodencamp Road, Suite 204
Thousand Oaks, CA 91360

AGREEMENT made this ^{May} ~~11th~~ day of ~~January~~ 1999, by and between National Academy of Sports Medicine, Inc., hereafter referred to as "Assignor" and Apex Fitness, Inc., hereafter referred to as "Assignee."

Recital

1. Assignor is the owner of the logo/service trademark National Academy of Sports Medicine, or "NASM," which is registered with the United States Patent and Trademark Office as registration number 1,764,955 registered April 13, 1993. A true and correct copy of the registration certificate is attached hereto as Exhibit "A."

Transfer of Trademark

2. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor's interest in the NASM logo/service trademark number 1,764,955 registered April 13, 1993, and its registration, together with all rights to secure renewals, reissues, extensions of the trademark, and that part of the goodwill of Assignor's business connected with the use of and symbolized by the NASM logo/service trademark.

Representations and Warranties of Assignor

3. Assignor hereby covenants, warrants, and represents to Assignee that:

(a) Assignor is the sole owner of and has the exclusive right to use the NASM logo/service trademark free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the NASM logo/service trademark which is in conflict with this agreement.

(b) Except as specified in Paragraph 1 of this Agreement, no other trademark has been effected, nor has any other registration relating to trademark protection been made with respect to the NASM logo/service trademark.

(c) Assignor agrees to authorize and direct its officers to make and execute any instrument and perform any legal act that Assignee may think necessary to secure the trademark, or any renewal or extension of the trademark.

(d) Each of the covenants contained in this Paragraph 3 shall be deemed to be a separate covenant, representation, and warranty.

IN WITNESS WHEREOF, the parties have executed this agreement at Chicago, Illinois on the day and year first above written.

ASSIGNOR:

**NATIONAL ACADEMY OF SPORTS
MEDICINE, INC.**

By: 

**ROBERT GOLDMAN, D.O., Ph.D.
International President**

(ACKNOWLEDGMENT ON FOLLOWING PAGE)